



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt a Resolution Approving Indemnification and Access Agreement for a portion of New Shanghai Building from Lodi Adopt-A-Child to E2CR, the remediation contractor for the Busy Bee Plume.

MEETING DATE: June 7, 2005


PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Adopt a Resolution Approving Indemnification and Access Agreement for a portion of New Shanghai Building from Lodi Adopt-A-Child to E2CR, the remediation contractor for the Busy Bee Plume, and further authorize the City Manager to execute the agreement on behalf of the City of Lodi.

BACKGROUND INFORMATION: Council entered into a lease with Lodi Adopt-A-Child for the New Shanghai building at 100 E. Pine Street in May of 2002. The lease rental is \$1.00 per year plus certain tenant improvements. The New Shanghai property has been identified as a good location for the placement of treatment systems by the remediation contractor in the Busy Bee Plume, E2CR. E2CR has reached an agreement to sublease a portion of the property from Adopt-A-Child for \$9,000 in rent over the course of three years. However the City's lease agreement with Adopt-A-Child requires that Adopt-A-Child secure written consent from the City for any sublease. The attached agreement also provides the City with indemnity for the remediation contractor's work. Because the sublease serves to further the City's clean-up efforts and because it has the added benefit of funding a local non-profit organization, staff recommends that Council consent to the sublease.

FUNDING AVAILABLE: N/A

FISCAL IMPACT: N/A



Stephen Schwabauer
City Attorney

APPROVED:



Blair King, City Manager

**City of Lodi Groundwater Remediation Project
Busy Bee Laundry and Cleaners
40 North Main Street, Lodi, California
INDEMNIFICATION AND ACCESS AGREEMENT**

This Indemnification and Access Agreement is entered into on the last date set forth below, by and between the City of Lodi, the owner and lessor (the "Lessor"), of the property located at 100 East Pine Street, Lodi, California, the Adopt-a-Child Foundation, lessee of said property ("Lessee"), and Environmental Engineering, Consulting, and Remediation, Inc., dba E₂C Remediation ("E₂CR"), a California corporation and is based on the following facts and assumptions.

WHEREAS, "Lessor" owns certain real property located at 100 East Pine Street, Lodi, California (the "Property"); and

WHEREAS, "Lessee" occupies and leases said "Property" from the City of Lodi; and

WHEREAS, "E₂CR" is conducting certain soil and groundwater investigation and remediation within the City of Lodi; and

WHEREAS, as part of such investigation and remediation, "E₂CR" is required to install various wells, pipes, pumps, filters and other necessary equipment to test and operate a soil vapor extraction and groundwater air sparge system in the northeast under the supervision and oversight of the Regional Water Quality Control Board; and,

WHEREAS, the exact duration of the anticipated remedial work is not presently known and may potentially be in excess of three (3) years; and,

WHEREAS, in order for "E₂CR" to accomplish this work, it will be necessary to access said "Property" and to construct an equipment pad in the northwest corner of said "Property" as generally depicted in the attached Exhibit A; and

WHEREAS, "E₂CR" seeks authorization from the "Lessor" and "Lessee" to gain access to the "Property" in exchange for the commitments on the part of "E₂CR" described below; and

WHEREAS, "Lessor" and "Lessee" intend to convey to "E₂CR" a right of access to the "Property" for the sole purpose of performing, installing, operating, maintaining the said investigation, testing, and remediation system.

NOW, THEREFORE, Lessor, Lessee, and E₂CR hereby agree as follows:

Section 1. The above recitals are true and correct.

Section 2. "Lessor" and "Lessee" hereby grant to "E₂CR" on its behalf and on behalf of E₂CR's officers, employees, contractors, subcontractors, authorized agents, successors and assigns, a non-revocable license to gain access to the "Property" for the purpose of performing and completing the work identified above on a month to month basis until the contemplated soil and groundwater remediation is complete.

Section 3. "E₂CR" shall indemnify and hold "Lessor" and "Lessee", its officers, directors and stockholders harmless from any and all claims, demands, damages, lawsuits, actions, liabilities, causes of action, and judgments which they may be required to pay by reason of any damages, consequential damage, interfere, injury, or death to any person, property, or business suffered by any person, firm or other entity as a result of any negligent

acts or omissions of "E₂CR" or anyone acting on its behalf in carrying out the activities permitted herein.

Section 4. "E₂CR" further agrees to remedy any damages to the "Property" which are caused by its entry on the "Property" or caused by investigation, installation, or operation activities.

Section 5. If any party commences an action or brings any proceeding against the other to enforce any of the terms hereof, or because of any breach by any party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred with connection with the prosecution or defense of such action.

Section 6. "E₂CR" agrees to comply with all applicable state, federal and local requirements for the performance of the contemplated work.

Section 7. As consideration for the license to enter and use the "Property" as described above, "E₂CR" agrees to donate to "Lessee's" Annual Toy Drive three checks made payable to the Adopt-a-Child Foundation in the amount of \$2,500 on December 1, 2005, \$3,000 on December 1, 2006, and \$3,500 on December 1, 2007 to be used solely for the purchase of children's toys and/or clothing that will be included in the Adopt-a-Childs Annual Toy Drive. This consideration will be the sole remuneration to the "Lessee" for the period of time required by "E₂CR" to complete the remedial activities and to remedy any damages to the "Property" once the remedial activities are complete. In order to terminate this agreement, "E₂CR" must give "Property" owner at least 15 days written notice.

Section 8. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Executed by the parties hereto as set forth below:

CITY OF LODI, a municipal corporation, Lessor

Dated: 5/24/05

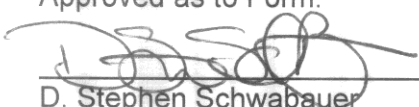
By: _____
Blair King, City Manager

Attest:

Susan J. Blackston, City Clerk

ADOPT-A-CHILD FOUNDATION, Lessee

Approved as to Form:



D. Stephen Schwabauer
City Attorney

Dated: _____

By: _____
Dennis Lewis, President

E2C Remediation

Dated: _____

By: _____
Phil Goalwin, President

LEASE AGREEMENT
FOR USE OF CITY BUILDING
LOCATED AT 100 EAST PINE STREET, LODI, CALIFORNIA
BY
LODI ADOPT-A-CHILD, A NON-PROFIT 501(c)3
COMMUNITY-BASED ORGANIZATION

THIS AGREEMENT, made and entered into this 28th day of May, 2002, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and LODI ADOPT-A-CHILD FOUNDATION, a non-profit 501(c)3 community-based organization, hereinafter called "Lessee."

1. PROPERTIES: That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by said Lessee, said Lessee does hereby lease from said Owner, the City Building located at 100 East Pine Street, Lodi, California for the operation of the Lodi Adopt-A-Child, more particularly described as follows:

Building Location: 100 East Pine Street, Lodi, California, recorded in the Records Office, County of San Joaquin, State of California as Lots 1, 2, and 3 in Block 27 City of Lodi, according to the official Map thereof filed in Volume 2 of Maps, Page 12, San Joaquin County Records.

Building consists of 6,849 square feet with approximately 5,259 square feet of space on the first floor, and 1,480 square feet of basement space, plus 2,184 square feet of parking space, located at the southeast corner of Pine and Main streets.

2. OPERATION: This lease is expressly conditioned on the continued operation of Lodi Adopt-A-Child's charitable operations. Should the Owner have any questions as to the Lessee's level of charitable operations after reviewing the State of California's Department of Justice internet web address and/or the Foundation's internet web address, Owner shall put forth the concerns in writing to be reviewed at the next regularly scheduled Foundation Board of Directors meeting which shall answer the concerns to the satisfaction of the Owner in writing within forty-five (45) days of that Board of Directors meeting. In the event that such operations are then determined not to be at a level acceptable to the Owner, City may immediately terminate this lease with thirty (30) days written notice and without further obligation to Lessee.
3. TERM: The term of this Agreement shall be for a period of ten (10) years, commencing upon the date first written above, and terminating upon its tenth anniversary. Lease may be extended by mutual agreement, and with City Council approval, for an additional term to be determined by Council.
4. RENT: In consideration of said Agreement, Lessee agrees to pay to Owner as rent for the demised premises one dollar (\$1.00) per year for the entire term of this lease, payable in one lump sum, being ten dollars (\$10.00). In the event that this Lease is extended, the rent shall be prepaid as determined as part of the extension. Rent payments shall be directed to the City of Lodi, Attn: Fleet and Facilities Manager, P. O. Box 3006, Lodi, California, 95241-1910, for processing and shall be paid without prior notice or demand.
5. USE: The property shall be used solely for the purpose of carrying on the business of the Lodi Adopt-A-Child. Use of the facilities, or any portion thereof, for any other program, person or entity must be preceded by the City Manager's oral or written permission, which the City Manager may withhold in his or her sole and absolute discretion. Lodi Adopt-A-Child will submit

a list of the expected users for each upcoming year, but shall not be limited to only those organizations listed if prior permission is received from the City Manager. Uses other than occasional must be approved by the City Manager.

It is further understood and agreed by Lessee that Lessee must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating this type of business during the tenancy and any extension thereof. Lessee shall use and occupy said premises in a quiet, lawful, and orderly manner.

6. **SIGNS:** It is agreed that Lessee may post "Hours of Operation" signs. The Fleet and Facilities Manager and the Community Development Department must approve all signs and locations of signs. All signs must meet the requirements of City's Municipal Code, Chapter 17.63. All costs associated with the purchase and installation of signs shall be the responsibility of Lessee.
7. **REMEDIES ON DEFAULT:** Should Lessee fail to pay any part of the rents herein specified at the times or in the manner herein provided, or fail to comply with or perform any other of the terms and provisions of this Agreement on the part of Lessee to be performed or complied with, then, and in that event, Owner may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Owner's option, of terminating this Agreement. In any of such events, Owner shall be entitled to the immediate possession of said premises, and, at its option, may enter into and upon said premises without notice to Lessee and exclude Lessee and all persons and all property therefrom, and by process of law or otherwise take and resume possession of said premises. Each and all of Owner's remedies shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedy provided by law or equity.
8. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Owner. If required by any governmental authority of competent jurisdiction, Lessee shall carry Worker's Compensation Insurance. Lessee shall observe all laws and regulations applicable to employers.
9. **BUILDING MAINTENANCE:** Except for repairs necessitated by acts of God, Lessee is fully responsible for all repairs and maintenance costs associated with running the facility. The Lessee is responsible to see that all building systems are kept in good working condition and properly maintained. The exterior of the building, adjacent sidewalks, and on-site parking lot must be kept clean, neat, and graffiti-free. All landscaped areas must be properly maintained, and any exterior signage must be kept in good repair and working order.

Owner shall install two (2) sidewalk refuse cans, one of which shall be placed on the sidewalk near the front door and one on the west side of the building near its midpoint. Lessee will empty these cans until such time as the City extends sidewalk refuse service to the neighborhood.

Owner shall be responsible for all structural maintenance and repair, except that necessitated by the acts of tenant. Owner shall hire a pest control contractor to eradicate all pest control problems before the inception of the lease. Thereafter, all pest control work shall be performed at the expense of tenant.

10. **TENANT IMPROVEMENTS:** All tenant improvements must be approved by Owner prior to those improvements being made, and must pass all governing agency permitting and licensing requirements. With the exception of any and all building permit fees, which shall be waived by the Owner, Lessee shall perform, at its sole cost and expense, all improvements set forth in Exhibit "A". All such improvements, less any unattached furniture and fixtures, shall become the property of the Owner at the conclusion of the lease agreement. All material containing asbestos will be removed at the Owner's expense, and will be coordinated with Lessee to be performed within forty-five (45) days of the date of this Agreement. Owner agrees to complete

all items listed in Exhibit "B", attached, within ninety (90) days of the date of this Agreement. Subsequent thereto, Lessee may occupy the structure. Thereafter, Lessee agrees to begin its improvements within four (4) months of completion of all items listed in Exhibit "B" and complete the Phase I improvements within eight (8) months thereafter. Lessee shall repair and maintain the parking lot on the premises in compliance with existing laws and regulations.

11. **ROOF REPAIR AND MAINTENANCE:** Owner will replace the roof at its expense. Owner shall further maintain the roof at its expense during the term of this Agreement.
12. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign, encumber, convey, or otherwise hypothecate this Agreement, in whole or any part, without first obtaining the written consent of Owner, which Owner may withhold in its sole and absolute discretion.
13. **ENTRY BY OWNER/INSPECTION OF PREMISES:** With not less than twenty-four (24) hours written notice to any member of the Board of Directors for Lessee, Owner shall have the right at all reasonable times during the term of this Agreement to enter said premises for the purpose of examining or inspecting the same.
14. **TERMINATION OF AGREEMENT:** This Agreement may be terminated at any time, with or without cause, by Lessee upon thirty (30) days written notice. This Agreement may also be terminated by Owner on the terms set forth in Paragraph 2. Upon termination of this Agreement, Lessee agrees to quit and surrender the premises in a peaceable manner and Owner shall have the right to remove Lessee and all others occupying through or under this Agreement.
15. **ALTERATIONS OR ADDITIONS:** No alterations or additions to the building shall be performed by Lessee without approval of Fleet and Facilities Manager. Any concerns shall be submitted in writing to the City of Lodi, Attn: Fleet and Facilities Manager, P. O. Box 3006, Lodi, CA 95241.
16. **SURRENDER OF PREMISES:** Lessee shall, at the termination of the Agreement hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.
17. **FEES:** With the exception of any and all building permit fees, which shall be waived by the Owner, Lessee shall pay all license fees, or other fees or taxes, or possessory interest taxes levied by any governmental agency which may be imposed upon the business of Lessee or its sub Lessee conducted upon the premises. To the extent that Lessee is exempt from any of the referenced fees or taxes, it is the obligation of the Lessee to secure the exemption.

If any of the above charges are assessed against the real property, and because of said assessment the Owner pays the same, which Owner will have the right to do regardless of the validity of any such levy, the Lessee, upon demand, will repay to Owner all taxes and other assessments so levied against Owner which are due by the Lessee.

18. **UTILITIES/MISCELLANEOUS COSTS:** Lessee shall be responsible during the term of this Agreement or any extension thereof for all utility costs, including water, sewer, refuse, gas and electricity used upon said premises during the term hereof. Lessee to be responsible for all other costs associated with running the facility, including but not limited to program supplies, transportation, food service, licensing, telephone, security systems, cable television, cleaning and janitorial expenses.

Owner shall install and maintain a security light on the existing utility pole located on the southeast corner of the parking lot at the alley.

19. **MECHANIC'S LIEN:** Lessee agrees to keep said premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Lessee shall not create, or suffer to be created, any lien or encumbrance on said premises.
20. **INDEMNITY/PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** Lessee agrees to indemnify and save harmless Owner, its officers, agents, and employees from and against all claims of whatever nature arising from any act, omission, or negligence of Lessee or Lessee's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee or Lessee's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance under which Lessee is named as insured, and containing an additional named insured endorsement naming Owner, its officers, agents, and employees as an additional insured, and under which the insurer agrees to indemnify and hold Lessee and Owner, its officers, agents, and employees harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee or Lessee's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars). In addition to the additional named insured endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers, agents, and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any sub-Lessee of Lessee.

Any cancellation of insurance, or notice of intent thereof, must be forwarded immediately to the City of Lodi, Attn: Risk Manager, P. O. Box 3006, Lodi, CA 95241.

21. **HOLD HARMLESS:** Owner and Lessee hereby agree to save, defend and hold harmless the other for any suit or cause of action arising exclusively from the negligence or alleged negligence of the indemnifying party, its agents, officers and employees, including reasonable attorney's fees.
22. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of the premises, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Owner may, without notice or demand, terminate this Agreement and forthwith reenter and repossess the properties, and remove all persons

therefrom, and under no circumstances shall this Agreement be assignable or transferable by operation of law.

23. **ATTORNEY'S FEES:** In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said demised premises, or for the breach, or to restrain the breach of any of the terms, conditions, or covenants of this Agreement, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
24. **WAIVER:** Failure of Owner to insist upon performance of any of the terms or conditions of this Agreement in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Lessee's obligations to such future performance shall continue in full force and effect. The receipt by Owner of rent, with the knowledge of the breach of any agreement or condition hereof, shall not be determined to be a waiver of any such breach.
25. **ACCEPTANCE OF PREMISES:** Lessee has examined the premises, knows the conditions thereof, and accepts possession thereof in their condition.
26. **CONTRACT:** This written Agreement constitutes the entire contract between Lessee and Owner, and no representation or agreement, unless expressed herein, shall be binding on Lessee or Owner.

IN WITNESS WHEREOF, Owner and Lessee have executed this Agreement on the date and year first above written.


CITY OF LODI, a municipal corporation
hereinabove called "Owner"

By


H. DIXON FLYNN, City Manager

LODI ADOPT-A-CHILD FOUNDATION,
a nonprofit 501(c)3 community-based
organization hereinabove called "Lessee"

By


DENNIS E. LEWIS, President

Attest:


SUSAN J. BLACKSTON, City Clerk

Approved as to Form:


RANDALL A. HAYS, City Attorney

Exhibit "A"

FIVE-YEAR PROPOSAL OF REPAIRS

Lodi Adopt-A-Child
Dennis Lewis, President

April 29, 2002,

RE: 100 East Pine Street, Lodi

The following is the Foundation's plan to repair the building over the next five (5) years.

Phase I -- Year ONE

see 5/27/02

- 1.) Install HVAC- west side only
- 2.) Windows- 1/4" pane.
- 3.) Electrical- west side only-- lights, wiring for 3 ceiling fans and install
- 4.) Plumbing- all areas
- 5.) Flooring- (1) restroom sheet linoleum w/6" coved and welded seams, if needed.
Carpet, mid-grade commercial w/pad, float 2 areas in floor to level.
6. Painting
7. Acoustic ceiling west side continue, repair existing.
8. Remove 2 glass doors and frames on west side. Frame in and stucco each.
9. Paint entire exterior of building
10. Remove compressor- evacuate system and remove.
11. Demo walls, west side false header arch, west restroom, west wood room.
12. Drywall repair- replace sheetrock in west rear office and install sheetrock and sound board.
13. Replace (7) doors, jambs, locksets, (6) interior, and (1) exterior
14. Screen door (storm door style) at east exterior exit.
15. Exterior roof eave add 2 triple-vein lights, repair and install bulbs on soffit lights under eave.
16. Remove existing restaurant sign from roof.
17. Skim texture over 1 tile column at north side.
18. Plug 2 wall AC holes with plywood.
19. Plug (1) mail slot
20. Install (6) pieces of L-trim on stucco edge at exterior doors
21. Remove torn canopy above west entrance.
22. Remove all exterior wall signage
23. Remove bars from all exterior windows
24. Exterior stucco patches
25. Remove curly designs from roof gables
26. Remove metal siding from exterior window openings, one will have exposed window and the other two will have shiplap exterior siding.
27. Pour back concrete after drain removal

Estimated cost of above repairs: **\$95,970.00**

Note: Please see attached "Specifications" for material specs.

Exhibit "A"

FIVE YEAR PROPOSAL OF REPAIRS

Lodi Adopt A Child
Dennis Lewis, President

MAY 21, 2002

RE: 100 E. Pine St, Lodi

The following is the Foundation's plan to repair the Shanghai Restaurant over the next five (5) years.

Phase I -- Year ONE

- 1.) Install HVAC- West side only
- 2.) Windows- 1/4 " Pane.
- 3.) Electrical- West side only-- lights, wiring for 3 ceiling fans and install
- 4.) Plumbing- all areas
- DEL 5.) Flooring- ~~(4)~~ (3) Restroom sheet Linoleum w/6" covered & welded seams if needed.
Carpet mid grade commercial w/pad, float 2 areas in floor to level.
- 6.) Painting
- 7.) Acoustic ceiling west side continue, repair existing .
- 8.) Remove 2 glass doors and frames on Westside. Frame in and stucco each.
- 9.) Paint entire exterior of building
- 10.) Remove compressor- evacuate system and remove.
- 11.) Demo walls, west side false header arch, west restroom, west wood room.
- 12.) Drywall repair- replace sheetrock in west rear office and install sheetrock and sound board.
- 13.) Replace (7) doors, jambs, locksets, (6) interior, and (1) exterior
- 14.) Screen door (storm door style) at east exterior exit.
- 15.) Exterior roof eve add 2 triple vein lights repair and install bulbs on soffit lights under eve.
- 16.) Remove existing restaurant sign off roof.
- 17.) Skim texture over 1 tile columns at north side.
- 18.) Plug 2 wall AC. Holes with plywood.
- 19.) Plug (1) mail slot
- 20.) Install (6) pieces of L-trim on stucco edge at exterior doors
- 21.) Remove torn canopy above west entrance.
- 22.) Remove all exterior wall signage
- 23.) Remove bars from all exterior windows
- 24.) Exterior stucco patches
- 25.) Remove curly designs off roof gables
- 26.) Remove metal siding off exterior window opening, one will have exposed window and the other two will have ship lap exterior siding.
- 27.) Pour back concrete after drain removal
- 28.) **Handicap restrooms- (unisex), framing, drywall, paint, vanity, sink, and handicap toilets. Faucet, accessories, remove old partitions, install new 3' by 6' 8" doors.** DEL

Estimated cost of above repairs: ~~\$95,970.00~~ **\$101,970.00** DEL

Note: Please see attached "Specifications" for material specs.

Exhibit "A"

Phase II -- Year TWO

BREAK ROOM

- 1.) Remove 10' wall, build (1) 2' wall and (1) 10' wall, remove 10' wing wall
- 2.) Install (1) sink, single-lever faucet
- 3.) Install Oak cabinets, 11' lowers and 11' uppers
- 4.) Flooring, sheet vinyl with 6" cove

BOARD ROOM (old kitchen)

- 5.) Demo ceramic tile floor
- 6.) Install 3' x 3' carpet squares
- 7.) Painting
- 8.) Suspended ceiling
- 9.) Re-sheetrock all walls
- 10.) HVAC
- 11.) Electrical, lighting, supply wiring and installation for (1) ceiling fan
- 12.) Install cove base

BACK ROOM (near basement stairway)

- 13.) Remove tables
- 14.) Electrical, lights, change surface outlets to flush outlets
- 15.) Float concrete in 1' x 4' area
- 16.) Flooring – VCT
- 17.) Cove base
- 18.) Painting
- 19.) Remove fly fan
- 20.) Drywall repair
- 21.) Doors (6), jambs, trim, locksets
- 22.) Acoustic ceiling
- 23.) HVAC

Estimated cost of above repairs: **\$38,998.00**

Note: Please see attached "Specifications" for material specs.

Exhibit "A"

Phase III -- Year THREE

LARGE ROOM AT FRONT ENTRANCE

- 1.) VCT flooring
- 2.) Cove base
- 3.) Painting
- 4.) Suspended ceiling
- 5.) Electrical, lighting, (3) dedicated outlets
- 6.) HVAC
- 7.) Skim (2) ceramic tile columns and paint
- 8.) Repair accordion door, clean and refinish repaired areas
- 9.) Remove (1) door and frame. Frame in opening and stucco
- 10.) Replace (5) doors: (3) glass, (1) metal, and (1) wood
- 11.) Drywall repairs
- 12.) Remove paneling

Estimated cost of above repairs: **\$45,981.00**

Note: Please see attached "Specifications" for material specs.

Special Notes: The above plans are for three years, which is the goal of the Foundation. However, depending on the needs of the Foundation, Phase II and Phase III may take longer, but in no event will they take longer than five (5) years from the date the Lease Agreement with the City of Lodi is signed and ratified by the Lodi Adopt-A-Child Foundation Board of Directors.

Exhibit "A"

SPECIFICATIONS for EXHIBIT "A"

100 East Pine Street, Lodi, CA

1.) ELECTRICAL

Main office

add circuits or re-circuit to accommodate computers, 12 T-bar fixtures, 3-lamp type

Executive office

add circuits or re-circuit to accommodate computers/printers and install four 4-light fluorescent fixtures and provide a/b switching

Storage room

replace fixtures with five 2-light fluorescent fixtures

Conference room

add six 4-light fluorescent fixtures

Assembly rooms

install twelve 4-lamp fluorescent fixtures

2.) FLOORING

Material and Installation to include

3600 sq. ft. VCT tile (80 cartons)

44 yards Meditcch vinyl

700 Cove Rubber Base

266.66 yards commercial carpet

70 yards commercial pad

Rubber transition molding w/ steel track to VCT

70 sheets 3/8" particleboard

3.) WINDOW REPLACEMENT

Four 8x8 storefront panels with 1/4" Pane.

4.) HVAC

Replace old units on main building with 5-ton, three-phase, gas/electric, 12-SEER packaged units.

Install (1) 3-ton and (1) 2-ton, three-phase, gas/electric, 12-SEER packaged units on west end

Exhibit "B"

City of Lodi Responsibilities

see 5/27/02

The following are the City of Lodi's responsibilities re: 100 West Pine Street.

1. Removal of all asbestos-containing material
2. Lead-based paint evaluation (sealing or removal to be determined between the City and Adopt-A-Child at a later date)
3. Replace the existing roof to the minimum specifications as indicated in the "overall" building repair estimate submitted by Renovate-it Construction, dated November 15, 2001.
4. Install and maintain a security light on the existing utility pole located at the southeast corner of the parking lot at the alley.
5. Structure Evaluation
6. Pest Control Clearance
7. Improve main restrooms to existing handicap standards.
8. Waive any and all permit fees or any fees associated with repairs within the jurisdiction of the City.

Exhibit "B"

City of Lodi Responsibilities

The following are the City of Lodi's Responsibilities re: 100 W. Pine Street.

1. Removal of all asbestos containing material
2. Lead-based paint evaluation (sealing or removal to be determined between the City and Adopt-A-Child at a later date)
3. Replace the existing roof to the minimum specifications as indicated in the "overall" building repair estimate submitted by Renovate-it Construction dated November 15, 2001.
4. Install and maintain a security light on the existing utility pole located at the southeast corner of the parking lot at the alley.
5. Structure Evaluation
6. Pest Control Clearance
- ~~7. Improve main restrooms to existing handicap standards.~~
7. Waive any and all permit fees or any fees associated with repairs, within the jurisdiction of the City.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/07/2001
PRODUCER (209) 334-4242 FAX (209) 369-0684 MCV Insurance Producers 301 S. Ham Lane, Suite F P.O. Box 490 Lodi, CA 95241		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Lodi Adopt A Child, Inc. P. O. Box 2479 Lodi, CA 95241		INSURERS AFFORDING COVERAGE
<i>J Behnke</i> <i>102 09 2002</i>		INSURER A: Nonprofits Ins. Alliance of CA
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	2001-10156-NPO	12/13/2001	12/13/2002	EACH OCCURRENCE	\$	1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$	100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	10,000
					PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$	2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000
A	AUTOMOBILE LIABILITY	PENDING	07/08/2002	12/13/2002	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$	
	GARAGE LIABILITY				OTHER THAN EA ACC	\$	
	<input type="checkbox"/> ANY AUTO				AUTO ONLY: AGG	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
	<input type="checkbox"/> DEFENSIVE					\$	
	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificateholder is named as additional insured per attached CG 2026.
 Re: 100 E. Pine St., Lodi, CA

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
City of Lodi, it's elected & appointed Boards Commissions, Officers, Agents and Employees 221 W. Pine St. Lodi, CA 95240		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Robert Reed</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Commercial General Liability

Named Insured: Lodi Adopt A Child, Inc.
Policy Number: 2001-10156-NPO
Policy Period: 12/13/2001 to 12/13/2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR LESSORS
OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**City of Lodi, it's elected & appointed
Boards, commissions, Officers, Agents and Employees
221 W. Pine St.
Lodi, Ca 95240**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured, but only with respect to liability arising out of your operations or premises owned by or rented to you.

Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement.

RESOLUTION NO. 2005-117

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
INDEMNIFICATION AND ACCESS AGREEMENT FOR A
PORTION OF THE NEW SHANGHAI BUILDING FROM LODI
ADOPT-A-CHILD TO E2CR, REMEDIATION CONTRACTOR
FOR THE BUSY BEE PLUME, AND FURTHER AUTHORIZE THE
CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF
OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Indemnification and Access Agreement for a portion of the New Shanghai Building from Lodi Adopt-A-Child to E2CR, the remediation contractor for the Busy Bee Plume; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said agreement on behalf of the City of Lodi.

Dated: June 7, 2005

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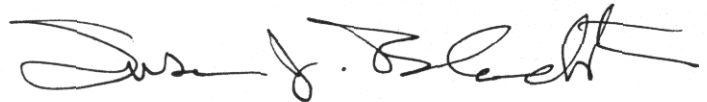
I hereby certify that Resolution No. 2005-117 was passed and adopted by the City Council of the City of Lodi in a special meeting held June 7, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and
Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk